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HARVARD LAW SCHOOL — THE DEAN'S ANNUAL REPORT. — In view of the great increase of students in the Law School, brief mention of which has already been made in the REVIEW,[1] the Annual Report[2] by Professor Langdell as dean is of more than its customary interest. In addition to the usual tables of statistics, there is inserted in the report a classification of the students according to the States and countries from which they have come, and also a classification of college graduates according to their colleges. The latter table is especially noteworthy, showing as it does that since 1870 one hundred and forty-two colleges other than Harvard have sent graduates to this school.

In consequence of the increase of students, as the report points out, serious mechanical difficulties present themselves in the management of the school. Austin Hall, built only eight years ago, and expected to furnish ample accommodation to the school for fifty years, is already outgrown. The library, well known to be one of the largest and most complete law-libraries in the country, is not only taxed to its utmost capacity, but is really suffering material injury from the consumption of valuable books due to the incessant use of them by the numerous students. It is evident that nothing short of an additional building and an additional library will make it practicable for the school to furnish suitable accommodation for any larger number of students than it now has. The resources of the school, however, are not such as to allow, at present, of such an enlargement. The only effective mode which presents itself, then, of guarding against the state of things which seems imminent is to limit the number of students to be received. With this object in view, two measures have been adopted by the faculty which will probably tend to that result. A regulation has been made that no student, whether a candidate for a degree or a special student, who fails to pass an examination in at least three subjects either at the regular examinations held at the end of his first year in the school or at the examinations held in the following September, will be allowed, unless by a vote of the faculty, to

[1] 5 Harv. Law Rev., 238.
[2] Annual Reports of the President and Treasurer of Harvard College, 1890–1891.

continue in the school. Then, too, it has already been decided to admit to the school after next year only graduates of colleges and such non-graduates as pass the examination for admission; and the requirements of the latter are to be materially increased. This measure, however, it will be noticed, does not go into operation for a year, so that its immediate effect will probably be to increase rather than diminish the number of students coming to the school. With reference to the coming year, therefore, some further plan needs to be worked out, and that without delay.

ANIMALS FERÆ NATURÆ — NO RIGHTS GAINED BY TRESPASSER. — While the rights to animals *ferœ naturœ* as between the owner of the soil and others have been fairly settled by a considerable series of cases, the relative rights of parties both of whom acknowledge the superior right of the owner of the soil seem never to have been precisely described. In a recent Rhode Island case [1] the plaintiff, without permission, placed a hive upon the land of a third person. The defendant, also a trespasser, removed the bees and honey which had collected in the hive. The court find no cause of action, holding that neither title nor right to possession is shown either to the bees or to the honey. The discussion, especially in a case where the precise point is clearly new, is unfortunately general and largely irrelevant. Most of it is given up to showing, on the basis of *Blades* v. *Higgs*,[2] that the right of the owner of the soil, uncertain as it is, cannot be terminated by the act of a trepasser, as no title to such animals can be gained except by a legal act. While this is undoubted law, it scarcely need follow that a trespasser cannot maintain, on the basis of mere possession, an action against a later trespasser. There may have been a possible doubt as to the plaintiff's having reduced the animals to possession by collecting them in his hive, but in the preceding cases that would seem to give him actual physical possession, enough for this action. About the honey there would seem to be even less doubt; but, strange to say, neither in this case nor elsewhere does the question seem to have been discussed, how far the law about animals *ferœ naturœ* applies to their produce, as eggs or honey. The reason on which the law about the animals is founded is wholly inapplicable to the honey, but this case tacitly assumes that no distinction is to be drawn.

The judge gaily cites all the cases he can find on the subject, but the only one near enough to draw an analogy from seems to favor the defendant's contention. There both parties were on the land without permission, though with the knowledge of the owner, who made no objection. The defendant interfered after the plaintiff had begun to cut the tree, and the plaintiff recovered in trespass. A dictum is in point: " . . . these parties stood, as between themselves, and as respects the legal principles applicable to the case, in precisely the same position as though neither had any authority from the owner of the tree, and both were trespassers upon his rights." The law of the bee-trade thus seems, slight as it is, to be in a state even more unsatisfactory than the general law as to the relative rights of trespassers.[3]

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[1] *Rexworth* v. *Com.*, 23 Atl. Rep. 37.
[2] 11 H. L. Cas. 621.
[3] *Adams* v. *Burton*, 31 Vermont, 36.